✓ Preserve

App. F. IX-4

Previous References

1926.

(LB)

File No. 24-26

Serial Nos. 5, 6, 9

Later References

1927-28 LB 1-2

General and Revenue Secretariat.

Serial Nos. Nil.

Part B for June 1927

SUBJECT

Crediting Ranjangud-Chamrajnagar Railway earnings to the District Board Mysore.

To The P. W. D., Mysore
" Rly. Secy to Govt.
" Auditor Mysore Railways
" Comptroller to Govt.

No. L 8910-13 Dt 15.6.27

passes orders in the matter referred

14/7/27

WD 01229—GPB—37,500—1-9-26

General and Revenue Secretariat

LB File No 24 37672 of 1926.

Serial No.

5

From

The President, Dt Board Mysore
No. C 1385 & 26.12.26

Solicits orders of Govt in the matter of crediting Nanjangud-Chamarajanagar Railway earnings to the credit of the District Board.

It is ascertained that the draft Agreement relating to the working of the Nanjangud-Chamarajanagar Railway is pending consideration in the Law Dept Submd for orders.

BB 7/1/27 8/1

The Railway Secretariat may perhaps be consulted in this matter first & then this file sent to the Law Secretariat.

LDeSouza) 8/1
3 Jan 27

Forwarded to the Secretary to Govt Railway Dept for favor of opinion

by order
D'Souza
for Secretary to Govt

10/1/27

The District Boards claim is untenable. Claim 14 as drafted by the Local & Leg. Secretariat says

G.O 565 dt. 10/1/27

RECEIVED 12 JAN 1927 92

NOTE—Contn.Sheet

41381

3152/P/26

Ry. 4]

WD 1280—GBPM—3,000—20-5-26

Railway Secretariat | File No. of 192

Serial No.

GEN. & REV. SECTT. BR. P 17. JAN. 1927 G. D. SECTION

Obviously that after deducting 65 per cent for working expenses and 5 per cent for hire of rolling stock and after meeting the cost of new minor works, the balance will be handed over to the Board. It is however said that the whole of the gross receipts will be handed over to the Board and that after paying for new minor works they will hand over 70 per cent of the total gross receipts to Govt.

16/1/27

To Secy. Local & Ry. Depttts.

By 15/1/1927

6. The draft agreement is sent for perusal in the Law Deptt. The file is therefore sent to the Law Deptt for verification of the Rly Dept's remarks.

Law Deptt

17/1.

Law 1871

The interpretation put upon the clause (16) by the Railway Deptt seems to be correct. The idea is that at the end of each half year the accounts should be passed by Govt and thereafter 70% of the gross earnings should be retained by Govt

Ry. 4]

WD 1280—GBPM—3,000—20-5-26

Railway Secretariat	File No. 27672 of 192
Serial No.	

towards remuneration for services and the use of the rolling stock, and that the balance after meeting the cost of new minor works should be handed over to the Dt. Board.

L.S.G. Board)
W.O. 578
dy 7/2/27

RAILWAY SECRETARIAT RECEIVED 9 FEB 1927 Dist. Boards 92 GOVERNMENT OF MYSORE

1. The letter from the President, District Board of Mysore, is addressed to the Local and Legislative Secretary, vide P.U.D. The file was sent to this Secretariat for opinion, vide page 1 of notes.

2. As final orders of Government have to be communicated from the Local and Legislative Secretariat, it is not understood why the file has again been sent to this office.

Secretary to Government,
Local and Legis. Depttts.
with compliments.

9/2/27

W.O. No: 92
9/2/1927

3. Submitted for consideration in accordance with the wish of the Chief Secretary to Government.

10/2

Mr. SA
10/2/27

3152/26 2267 4

WD 01229—GPB—37,500—1-9-26
App. F. III—2]

General and Revenue Secretariat

KB File No. 14 of 192 6

Serial No.	
	11) A draft is put up, with reference to paras 5, 7 and 10 supra. It is seen from perusal of the draft as framed
	13) A typed draft is put up.
	14) As a copy of the agreement
N	5) A copy of the Agreement obtained from the Chief Secretary to Govt is put up.

PC TO D

NOTE. Contn. Sheet

Serial No.

16 The question raised here by the Mysore District Board relates to the account to which the realisations from the Mysore Chamarajanagar Railway should be credited, pending their final distribution between the Government and the District Board. At present, apparently, these realisations are credited to the Government in the first instance, to be apportioned at the en of six months after accounts are made up in cer tain proportions between the Government and the District Board. What the District Board want is that, pending such an apportionment, the amount may be credited to ~~their~~ D.B. account so that they can have the use of the money.

Tuesday 17 1

(7) Clause 14 of the draft agreement between the Government and the District Board is relied upon in support of the present practice. But, as a matter of fact, this clause relates to the apportionment of the realisations and not to the custody pending such ~~realisations~~ apportionment. According to it, Government has to get 65% of the gross earnings plus 5% per cent of the same for the use of the rolling-stock plus the cost of meeting new minor works and the balance has to go to the District Board. If this was all, the request of the District Board would be legitimate and Government would have to comply with it, but the use of the words "handed over to the Board" at the end of the first sentence, seems to contemplate that till such a 'handing over' takes place, the money is in the custody of the Government, and that therefore the District Board is wrong in the claim which it has made.

WD 01229—GPB—37,500—19-26
App. F. III—2]

General and Revenue Secretariat

File No 2767/2 f 192 .

Serial No.

18 The Secretary for Railways has gone on this interpretation and declined to accede to the request of the Board. The Board may be informed accordingly.

First Member
Hrw'
Fin Secy

RG 5/3

M

I suggest, however, that it is possible a months or atleast a Quarters sitting up account to facilitate matter funds may well be introduced in the interest of the Dt. Bd.

RG 5/3.

Fol 29.24.26 7.3.27

19 There does not seem to be any objection obj^n to pay the Dt Board the net receipts, if necessary reserving a further 5%, months or Quarters as the case may be. The correction necessary when the final accounts are made up may be effected half yearly.

20 The Compt may perhaps be Consulted

B 8/3

4289

FINANCIAL SECRETARIAT
9 MAR. 1927

21 7/85) I agree with the Rly Secy.

A 8.3.27

For Issue after perusal by Law Secy & the Compt

14/3

Law Secy with Compts

RG 14/3

M

9341 14/3

NOTE.—Contn. Sheet

Genl Secy with Compts, 22 Draft may issue AM

Serial No.

24 Please issue the d/f + put up/s

RG
16/3.

6 - 6373 & 22.3.27

25 The Dt Bombay

In reply to xx 5, it is learnt that for reasons stated, Govt request that the resolution of the Dt Board cannot be sanctioned

26. Resolved with reference to para 25 of the Mks

BS 23/3 Agreed. Sunday W 24/3

[redacted]

R 26/3

27) Kind attention is invited to the concluding portion of my note of 5.3.27. As suggested there, it seems to me that a shorter period than six months should be fixed for settling up accounts in the case of the M.S.M. Rly & the Govt of India the accounts are settled monthly. This is perhaps not possible in the case of the C.R. Rly. But a quarterly settling up of accounts seems to be quite possible & desirable. If agreed, the concurrence of the Rly Dept

E240
1.3.27

9000
26/3

R

H:3338-26 &
30-3-27

28) Pre refes paras 19 to 21

NOTE- Contn. Sheet

Jessi. B 26/3

29) Vide 29/3 Finance Intimated. RG/3 Joint Member Rly 26/3

MYSORE RAILWAYS 35

27672

8

WD 01229—GPB—37,500—1-9-26
App. F. III—2]

General and Revenue Secretariat

LB. File No. 24 of 1926.

Serial No.

Jl 3338-26

30) Forwarded the Railway auditor with compliments for his opinion in the matter.

L
31/8/27

B

No. 41 dated 8-4-27.

31) The accounts of a month are audited and compiled in the office about the 20th of the second following month. The draft agreement provides for payment to the District Board of Mysore of the balance after meeting the cost of New Minor Works once in six months 'after the accounts are passed by Govt'. If what is meant is 'after the accounts are passed by the Auditor on behalf of Govt', the payment of the balance after meeting the Cost of New Minor Works, if any, can be made monthly to the District Board, para 14 of the agreement being modified accordingly.

M. Venkatarama Iyer
Accountant, Mysore Rly
8-4-27

Jl 3338-26

The Financial Secretary
with compliments.

5723
11.4.27

32) There appears to be no objection to the Auditor's proposal. What is proposed is presumed to be ~~the~~ the balance after meeting working expenses & Cost of new minor works

B
14/4.

33) If the Rly Secy is also agreeable, the auditor's proposal may be adopted

NOTE—Contn. Sheet

WD 01229—GPB—37,500—1-9-26
App. F. III—2]

General and Revenue Secretariat | fp | File No. 24 | of 1926

Serial No.

34/ For perusal with reference to paras 27 and 28 above. The Secy to Rys will be consulted vo if approved

Mo
13/4

Genl Secy.

Rly
13/4.

35/ Forwarded vo with compliments to the Secretary to Government for Railways for favouring remarks on the Auditor's suggestion.

BO
M Venkatesa Iyer
Undersecy

GR Secy 14.4.27.

W.O. f 606.
R. 14/4/27

NOTE—Contn. Sheet

27.2. 493 pgw

36/ There is no objection to accept the Auditor's recommendation, but clause 14 of the Agreement may be suitably amend ed as in the case of the K.G.F.Railway Agreement. (Clause 14(b)) Hy. P.

N.O.No.92
922/4/27

General Secretary
with compliments.

24/4

GR 23/4/27

37/ Bradt
23/4

25/4

38/ The draft Agreement has drawn up in the Law Sects and this may be sent to that Sects for taking necessary action with reference Para 36 supra.

39 In Lyon Sponsor

PRS 27/4 27/4 Now much time I will take to send a note? Please discuss here

29/4 cons[illegible]

30/4

A draft D.O. sent up.

PRS 3/5

4

4931 2767

WD 01229—GPB—37,500—1-9-26
App. F. III—2]

General and Revenue Secretariat

LR File No. 24 of 1926

Serial No.

Draft may be approved

mw 10/5

11645 / 14/5 First Member

Please Submit draft Ord for fin. & Law Secretaries

Ldc 15/5

H: 3858-26.8

First Secy

16.5.27

7364

Law Secy.

h 31/5/27

mw 16/6

Bz

Ldc 4.6

28 4.6

mw 4/6

wcd 1/6

Dft pm

First Member. Ldc 7/6

Done mw 7/6

1260 / 6/6

9) L 8910-13 of 15/6/27

Sec. to Govt of Bombay

to Revenue Secy to Govt

to Accountant General Mysore Railways

to Comptroller

Directs that the balance due to the Bd be paid to the Bd every month after the accounts are passed by the Accountant on behalf of Govt.

NOTE—Contn. Sheet

Letter No.9730/26A-1888 dated 17th October 1928 from he Secretary to the Hon'ble the Resident in Mysore,Bangalore, o the Secretary to the Government of Mysore for Railways, -- ysore.

Apportionment of the cost of Railway Police.

With reference to your letter No.R.S.182/Fl. dated the 7th July 1928, I am directed to say that the apportionment of olice charges in the case of branch lines owned by District Boards or private companies is governed by the terms of the contracts with the parties concerned. I am to enclose for your information extracts (received from the Railway Board) from contracts entered into with certain District Board and Company li-

---

"Copy"

5/11

Extract clause 8 of agreement, dated the 22nd July 1897, with the South Indian Railway regarding working of Mayavaram Metupet Railway.

The Secretary of State shall provide and maintain such a Police force as the Company with the approval of the Secretary State, shall from time to time require. The cost of providing and maintaining this force shall be defrayed in the following -- manner; that is to say, three-tenths shall be borne by the Secre tary of State and the remaining seven-tenths shall be included in working expenses.

Extract clause 37 of agreement, dated the 25th April 1914, with the Darjeeling-Himalayan Company Extension Company Limited regarding construction and working of D.H.Railway Extension.

The Secretary of State will provide and maintain such a force of police as he may from time to time consider requisite for the protection of such part of the said railways as shall for the time being be under construction or shall have been opened for traffic and the cost of providing and maintaining such police -- shall be taken to be as from time to time stated by the Secretary of State and the Company shall pay the whole or a part of such -- cost in accordance with the basis for the time being in force on railways generally.

Extract clause 10 of agreement, dated the 15th February 1917, with the Sialkot Narowal Railway Company, Limited, regarding construction and working of Sialkot Narowal Railway.

The Secretary of State will provide and maintain such a force of police as in the opinion of the Secretary of State shall from time to time be required for the protection of such part of the said railway as shall for the time being be under construction. The cost of providing and maintaining such police shall be taken to be as from time to time stated by the Secretary of State and shall be paid from time to time from the Capital funds of the Company to the Secretary of State on demand.

Extract clause 42 of agreement dated the 6th September 1918 with the Bankura Damoodar River Railway Company, regarding construction and working of the Bankura Damoodar River Railway.

The Secretary of State will provide and maintain such a force of police as he may from time to time consider requisite for the protection of such part of the said railway, as shall for the time being be under construction or shall have been opened for traffic, and the cost of providing and maintaining such police shall be taken to be from time to time as stated by the Secretary of State and the Company shall pay the whole or part of such cost in accordance with the orders for the time being in force on railways generally.

5/11

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

L.L. Secy with enclosures for

7256
19/2/26

I had raised the issue whether the G.O. of 3rd Feb 1926 (page 128 Gazette Feb 10) did refer to railways that are worked by the State or are owned wholly or in part by Dist Boards. The wording makes it appl to such lines, & amounts really to an order to the Executive Engr of Police to the Railways concerned.

In the draft agreement with Improvt Dist Board, however, there is a clause to show that the Cost of Police is part of the working Expenses.

The G.O. & the draft agreem do not seem to be consistent, & I am not sure whether the intention was for the Govt to give the Dist Boards.

Please give me your opinion for submission to Govt.

Govt may kindly give the files to L.L. Secy for perusal

Lee
19/2/26

N.B.—Should routine notes be written on small slips the notes must be copied, or slips pasted on this form.

Simon

G.R.S. III—3]

Routine Notes.

[To be used only for notes. requisitions, etc., not intended for permanent record.]

G.O. of 3rd February 1926 sanctioned the recommendation of the Committee that the rules for the State Railways as enforced by the Government of India may be adopted for the Mysore Railway Police and that accordingly the cost of the Railway Police for the maintenance of Law and Order should be entirely borne by the Government and that no contribution levied from the Railway Department therefor, so long as the present Railways continue to be State worked. The above principle was accepted by Government mainly on the following considerations.

(1) That the Police is a service department and the cost of the Police ~~of~~ whatever the duties that fall within the sphere of its work should be classified as a Police charge irrespective of the department benefitted by the service. This is the fundamental princip which at present guides the classification of public expenditure.

(2) That the adoption of such a procedure would facilitate the comparison of the results of working of our

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

railways with that of State Railways in British India which are not burdened with the Police charges.

(3) That the General Revenue Account as a whole would be left undisturbed while the new arrangement would represent the real position under Railways and Police (Vide Financial Secretary's Note dated 21st November 1925 in the Police File 65 of 1925.)

It is clear therefore that the principle of not charging the Police expenditure to railways worked by the State was intended to be confined only to the State Railways worked by the State and that too only so long as they continued to be so worked as the main consideration was that the General Revenue Account of the Government would not be affected by the adoption of any such procedure and the Government's financial position would not be altered whatever the procedure may be. The Railway and the Police are both departments of Government and the

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Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

arrangement sanctioned was only a Budget procedure allocating an expen diture incurred by Government to its Departments without in any way affecting the net revenue position of Government.

These considerations do not apply where the Railways happen to be owned by individuals or corporate tions other than the State but are worked by the State itself nor in th case of State lines worked by Companies on working agreements entered into with them. In these cases the question of surplus profits in which the Government would participate wi arise and for ascertaining what the surplus profits are, it will be necessary to debit all items of expenditure which are incurred for working the railway and a certain proportion of the Police charges is als considered as an item of working expense. The arrangement of the State meeting the entire Police charges from its Budget cannot there fore arise in regard to railways

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form

5354/25
P

G.R.S. III—31

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

owned wholly or partly by the District Boards but worked by the State.

In this view of the case G.O. of 3rd February 1926 is not inconsistent with Clause 11 of the agreement. If the policy of Government is to bear the Police charges themselves then clause 11 may be deleted

This view is strengthened by the provision made in clause 23 & 24 in the supplemental Main Line Agreement by which the Company is made to pay for Police charges - (in some cases 1/10 of the Cost under clause 23 & 1/5 Cost under clause 24).

E

7391/23-2.

Chief Secy with Compts

Please see above Memo. which is different from the view expressed by Mr. Rajappa in 10/2. It seems that the Expression 'worked by the State' in the S.R. & O. really means 'owned & worked by the State' & does not apply to D.B. Railways. There is no use in making a reference to the Govt of India to test Board. If this view is accepted Cl. 11 of the agreement with Mysore Boards may stand & the G.O. of Feb 26 may be explained as applying only to lines

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form

3354
P

C 27

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

---

owned & worked by the
State. See ~~letter~~ memo of
Mr Cecil May. As
suggested he defers till
the points settled.

Lee.
24/2

The main ground on
which we undertake G.
loan transactions is that
nothing is one of the duties
of Govt and there will be
no justification of the
a dispersal principle of
railways belonging to Govt Loans

3354 2nd Numbr
24/2 C.R.

Dear

I agree with the view
Expressed by the 2nd member on the
minute; Mr. 24/2/25

25/2
H.S.

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

EXTRACT FROM MYSORE - HARIHAR MAIN LINE AGREEMENT.

× × ×

POLICE.

23. The Secretary of State shall make the - - necessary arrangements with the Mysore Government or otherwise for providing and maintaining for the purposes of so much of the undertaking as shall for the time being have been opened for public traffic such a force of police as the Company with the approval of the Secretary of State shall from time to time require and the Secretary of State may in his discretion, from time to time, make arrangements for detailing, providing and maintaining in relation to so much of the undertaking as shall for the time being have been opened for public traffic any force of police (either in addition to any then existing force or otherwise) which he may deem requisite for the preservation of law and order. Seven equal tenth parts of the cost of providing and maintaining the aggregate force of police, from time to time, employed under this section in relation to the undertaking (or any part or parts thereof) shall be borne by the Company.

24. If the Company shall desire to have police

police protection for any part or parts of the undertaking which may for the time being be under construction or not open for public traffic, the Secretary of State will, from time to time (but at the sole cost of the Company), make arrangements for providing and maintaining for the purpose a police force of such strength as shall, from time to time, be agreed upon in that behalf between himself and the Company.

25. The cost of providing and maintaining any force of police, from time to time, provided and maintained under either of the two last preceding sections in relation to the undertaking or any part or parts thereof, shall be taken to be as from time to time stated by the Secretary of State.

***

No. C.1385 L.S. 38282
26-27
Encl. Two

Office of the President, District Board,

Mysore District,

Dated, Mysore, the 23rd December 1926.

REVENUE 2767 3 JAN 1927

From

A. V. Ramanathan, Esq., B.A.
President, District Board of Mysore,
M y s o r e.

& REV. SECTT. PR 1 27 DEC. 1926 To SECTION.

To

B. Nagappa, Esq., Bar-At-Law,
Secretary to the Government of
His Highness the Maharaja of Mysore,
Local and Legislative Departments,
Bangalore.

LB 24-26—5

Sir,

I have the honour to state that according to Clause 14 of th Draft Agreement relating to the working of Nanjangud-Chamarajanaga Railway, the gross earnings of the Railway after meeting the cost of new minor works should be credited to District Funds and the Government account to be paid out of it 70 per cent once in six months. The Railway cernings are not now being credited to the District Fund as soon as such month's accounts are finally audited. The Finance Committee of the District Board resolved at its meeting held on 6th December 26 that "the Government may be moved to instruct the Auditor to transfer to the credit of the District Board the total realisations after each month's account is passed by him finally on behalf of the Government. The District Board will pay 70 per cent to the Government half yearly by crossed cheque on bills furnished by the Auditor. The expenditure on new minor works will be paid by the District Board as bills are received from the Auditor or may be deducted by the Auditor when paying the monthly revenue which ever is more convenient from the Account point of view."

In enclosing a copy of the above resolution which was confirmed by the District Board at its meeting held on 11-12-26, I request that sanction of the Government may be kindly obtained to the Committee's resolution in the interest of the Board.

I have the honour to be,
Sir,
Your most obedient servant,

A V Ramanathan

From

The P r e s i d e n t,
District Board of Mysore,
M y s o r e.

To

The Secretary to the Government of
H. H. the Maharaja of Mysore.
Local and Legislative Dept:
Bangalore.

Dated 23rd December 1926

Despatched 28/12

Received.

General No. C. 1385 L&J 26-27.

Enclosure No. Two.

Subject.

Soliciting orders of Government in the matter of crediting Najangud - Chamarajanagar Railway earnings to the credit of the District Board.

Proceedings of the District Board of Mysore passed at their Meeting held at 8 p.m. on Saturday the 11th December 26.

A. EX-OFFICIO MEMBERS.

1 The Deputy Commissioner, Mysore District (President).
2 The Executive Engineer, Mysore Division, Mysore.
3 The District Forest Officer, Mysore District, Mysore.
4 The Assistant Commissioner, Mysore Sub Division.
5 The District Medical Officer, Mysore District.
6 The District Inspector of Schools, Mysore District.
7 The Assistant Registrar of Co-operative Societies, Mysore Division.

B. ELECTED MEMBERS

I. Elected by Taluk Boards.

8 Mr. T. S. Subba Rao, Landholder, Tippur, Yedatore Taluk.
9 „ Boregowda, Landholder, Saligrama, Yedatore Taluk.
10 „ G. Mallanna, Patel & Landholder, Nagavala, Mysore Taluk.
11 „ R. Devaiya, Shanbhogue, Harohalli, Mysore Taluk.
12 „ Mir Raza Alli Sab, Merchant, Periapatna, Hunsur Taluk.
13 „ Chowdegowda, Patel, Chikka Hunsur, Hunsur Taluk.
14 „ M. Subba Rao, Contractor, Magge, Heggadadevankote Taluk.
15 „ E. Krishnappa, Landholder, Nanjangud.
16 „ P. Papanna, Merchant, Nanjangud.
17 „ V. K. Nanjundaiya, Gundlupet
18 „ Doraswamiengar, Landholder, Chamarajanagar.
19 „ Chowda Setty, Landholder, Chamarajanagar.
20 „ G. Venkataramana Setty, Merchant, T. Narasipur.
21 „ P. R. Lakshmi narangappa, Landholder, Mugur.
22 „ Venkatappa alias Chikkanna, Merchant, Malavalli.
23 „ Chikka Subbaiya, Jamindar, Halagur, Malavalli.
24 „ G. Devojee Rao, Pleader, Mandya.
25 „ K. Papaiya Chetty, Landholder, Mandya. [Tk.
26 „ A. Narasimhachar, Landholder, Nayasinganahalli, Krishnarajapet
27 „ Ayachita Narayan Dikshit, Inamdar, Gudehosahalli, „ „
28 Vacant.
29 „ Siddalinga devaru, Landholder, Seringapatam.
30 „ Gundappa, Landholder, Devalapura, Nagamangala Taluk.
31 „ Mahamad Gows Sab, Landholder, Nagamangala Taluk.

II. Elected by Municipal Councils.

32 Mr. H. C. Dasappa, B.A., LL.B, Mysore City Municipal Council.
33 „ H. V. Hanumantha Setty, Hunsur Municipal Council.
34 „ Kundi Hutchaiya, Malavalli Municipal Council.
35 „ K. Venkatasamiyer, B.A., B.L., Nanjangud Municipal Council.
36 „ Dyavaiya, Landholder, Seringapatam Municipal Council.
37 „ Ummar Sab, Chamarajanagar Municipal Council.

III. Elected by Recognised Associations.

38 Mr. B. K. Ramakrishnaiya, M.A., LL.B., Bar Association, Mysore.
39 „ Lakshmipathaiya, Jaina Education Fund Association.

IV. Elected by Inamdars.

40 Mr. M. K. Krishna Rao, Inamdar, Pleader, Mysore.

C. NOMINATED MEMBERS OTHER THAN EX-OFFICIO.

41 Mr. C. Narasimhaiah, B.A., B.L., Advocate, Mysore.
42 „ S. Krishnaswamy Rao, B.A, LL.B., Advocate, Mysore.
43 „ Captain V. L. Wynyard Wright, Manager, Hunsur Works.
44 „ Reverend Father D'Silva, Catholic Priest, Doranahalli.
45 „ M. C. Linge Gowda, Landholder, Maddur, Mandya Taluk.
46 „ Mahamad Sait, Merchant, Dodpet, Mysore.
47 „ Devojee Rao, Landholder, Yedatore.
48 „ Biramkhan Sab, Landholder, Kirgaval, Malvalli Taluk.

All were present except nos. 4. 9. 25. 32. 39. 40. 41. 44. 46. 47. Vacant. no. 28

44. Audited returns showing the weekly earnings of Nanjangud-Chamarajanagar Railway from the date of its opening.

Resolution No.7 of the Finance Committee.

Resolution:- The Resolution of the Finance Committee

.s a ad.

"EXTRACT"

P r e s i d e n t,

District Board of Mysore.

Proceedings of the Finance Committee of the District Board of Mysore passed at their meeting held on 6-12-26.

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xxxx xxxx xxxx xxxx

7. Realisation of the District Board's share of Railway earnings.

Resolution:- The Railway earnings are not now being credited to the District Board. The Government may be moved to instruct the Auditor to transfer to the credit of the District Board the total realisations after each months account is passed by him finally on behalf of the Government. The District Board will pay 70 per cent to the Government half yearly by crossed cheque on bills furnished by the Auditor. The expenditure on new minor works will be paid by the District Board as bills are recieved by the Auditor, or may be deducted by the Auditor when paying the monthly revenue, whichever is more convenient from the account point of view.

"EXTRACT"

for President,

District Board of Mysore.

C. No. 1763 &B/24-25 Office of the President, District Board of Mysore,

Encls:- Two Mysore, dated the 25th February 1927.

4202d

Dear Sir,

As desired in your D.O. letter No. L 5929 dated 24-2-1927, I am sending herewith a copy of the Agreement relating to the working of the Nanjangud-Chamarajanagar Railway together with a copy of the District Board Resolution proposing certain alterations in the above agreement.

Yours sincerely,

President,
District Board of Mysore.

To

R. Ranga Rao, Esq., B.A., B.L.,
Secretary to the Government of Mysore,
General Departments, B a n g a l o r e

6. Letter No. R. S. 1523 dated 9-3-1926 from the Secretary to Government for Railways forwarding for the approval of the District Board a draft of the agreement proposed to be entered into with the Mysore District Board.

Proceedings of the Railway Committee in the matter.

RESOLUTION.- The draft agreement is agreed to with the following changes only.

Clause (3) For "raising of the loan" read "date of opening of the Railway line."

Clause (13) Between "in" and "a" insert "the Mysore Government Savings Bank or" in " and between "deposit" and "to" insert " or invested in any other manner approved by the Government.

Clause (14) Between "detailed" and "the" insert "including the Railway Telegraph and Police".

"E x t r a c t."

President,
District Board of Mysore.

SRD.

Agreement made the day of

BETWEEN the GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called the GOVERNMENT) of the one part and the District Board of Mysore (hereinafter called the Board) of the other part for constructing and working the Nanjangud-Chamarajanagar Railway, running from Nanjangud town on the Bangalore-Nanjangud Section of the Mysore Railways to Chamarajanagar (hereinafter called the Railway).

Whereas the Board have in G.O.L.4998-~~500~~ 5001/LB 129-20-8 dated 3/4th January 1924 been authorised to raise a loan of 8 lakhs on certain conditions for the purpose of constructing the Railway.

And whereas the Government have agreed to guarantee the repayment of the said loan of 8 lakhs on certain conditions,

And whereas, the Board have undertaken to meet the entire capital cost of the line including the expenditure up till now incurred on the line by the Government:

And whereas it has been agreed between the Government and the Board that the Government shall construct the said Railway and shall maintain and work the same when completed upon the terms and conditions hereinafter set forth and the parties hereto have agreed to enter into these presents.

Now these presents witness that it is hereby mutually agreed and declared by and between the parties hereto for themselves their respective successors and assigns as follows:-

Interpretation of terms. 1. (a) In this contract the expression 'railway' means and includes the railway between

between Nanjangud and Chamarajanagar together with all appurtenances thereof.

(b) The expression "gross earnings" means and includes the earnings to be derived from the working of the said Railway, the rents of any railway buildings, tolls on bridges and other sources of income which are treated as revenue on Indian Railways generally.

(c) The expression "working expenses" means and includes all charges incurred in managing, working and maintaining the railway which are properly debitable to the revenue account.

(d) The expression "Net earnings" means the residue after deducting the working expenses from the gross earnings

(e) The expression "month" means calendar month.

2. This agreement shall commence from and shall remain in force until it is determined by mutual consent of parties or by any provision in this behalf in this contract.

3 The Government guarantee repayment of the loan of 8 lakhs of rupees on the conditions set forth in G.O.No. L 4998-5001/LB 129-20-8, dated 3/4th January 1924 which shall be read as forming part of this contract. The said guarantee shall cease and determine on the expiry of 15 years commencing from the date of opening of the Railway line.

4. The Government having already caused the various surveys and plans to be made and works to be executed have undertaken to arrange

arrange to carry out further surveys and have the necessary plans and estimates prepared with a view to facilitating and expediting the construction of the railway. The cost of the same shall in the first instance be paid by the Government and eventually transferred to the capital account of the railway.

Land &c., for the railway.

5. The Government shall from time to time provide free of cost the land which they shall consider requisite for the construction of the railway and for the stations, station yards, offices, ware-houses, houses for employees' conveniences and works necessary or proper for purposes of the said railway and also land permanently or temporarily required for quarrying ballast, for brick fields and similar purposes which they shall consider requisite. The cost of providing land will not be treated as forming part of the Government capital and the Government shall allow the Board to have possession of the land so provided.

The Board shall from time to time, with the sanction of Government as soon as practicable go out of possession of, and relinquish to, the Government such of the land of which the Board shall have been allowed possession under this section or under any other provision of this contract as shall, for the time being have become unnecessary to be retained possession of the Board for any of the purposes of this contract and as often as in the opinion of the Government it shall appear to be unnecessary that the Board shall retain possession of any particular land of which the Board shall have been

been allowed possession under this section, or of which possession shall have been allowed or delivered to the Board under any other provision in this Contract the Government shall certify such their opinion to the Board. Upon receipt of such certificate or so soon thereafter as may be, the Board shall state in writing, whether it acquiesces in the opinion of the Government or whether it objects thereto, ifso, the grounds of its objection (if any) are not in the opinion of the Government sufficient, the Board shall upon the requisition of the Government go out of possession of the land in question and the Government shall be exclusively entitled to possession thereof.

Construction and working.

6. All arrangements for construction of the railway shall be in the hands of the Government.

The maintenance and working of the railway shall be in the hands of Government who shall provide all the engines, carraiges, wagons, sheeps and other appliances for the equipment of the trains and the whole of the starr, materials, stores, &c., required for working and maintaining the railway. The Government shall have entire control of the Train and Traffic arrangements and be responsible for the collection of all revenue and earnings pertaining to the Railway.

All the monies required for the construction of the railway shall be supplied to the Government by the Board according to such arrangements as shall from time to time be made between the Government and the Board.

Open Line capital works.

7. All works that may be considered to be necessary for strengthening thepermanent way and bridges of the line to enable the rolling stock for the time being of the working railway to be used on it without restriction and for the safety of the public or the efficient working of the line, shall be carried out by the Government, the Board providing the funds necessary for the expenditure chaggeable to capital on this account. In the event of the Board failing to provide additional capital within a period considered reasonable by the Government, the Government shall be at liberty to supply the necessary funds and to carry out the works and treat the amount as an advance for such purpose with interest at six per cent. from the date of advance.

Payment of Goverment advances.

8. The Board shall repay the amounts advanced to it by Government from the realisations from the Railway Cess or other funds of the Board when Government consider it necessary to require such repayment.

Alterations, Improvements and additions.

9. All new works shall be carried out by the Government on estimates first approved of by the Board, a charge of 10 per cent on the total cost of such works being made on account of supervision in addition to a charge of 10 per cent on the value of stores issued from stock and used on the works. Works the cost of which exceeds Rs. 1,000/- each, shall be debited to Capital, the required funds being provided by the Board before the works are started. Works costing not more than Rs. 1,000/- each shall be charged to Revenue i.e., be met from the Net Receipts of the Railway as indicated in Clause 14.

Telegraph

10. The construction or any necessary Telegraph lines shall be arranged for by the Government and the rental on the capital cost thereof shall be paid by the Board.

P o l i c e.

11. The Government shall maintain for the purposes of the Railway such police force as may be considered necessary, the cost of which shall be met by the Board.

Rates and Fares.

12. The Government shall adopt a similar classification to that in force on the Mysore Railways and shall charge generally such tolls, rates and fares through ~~the~~ and local and terminals as are in force on the Mysore Railways but within the approved schedule or maxima and minima rates and shall make such rules and conditions and arrangements in respect of traffic viz., fixing the number of trains and the times andplaces at which they shall start and stop &c.. on the said railway as are now, or shall be from time to time, in force on the Mysore Railways.

Accounts.

13. The Government shall furnish the Board with accounts of Capital and Revenue for such periods for which they are made up, generally accordance with the rules of theState Railways in British India.

As soon as possible after the line has been opened for public traffic the unexpended balance of the capital raised by the Board shall be deposited in the Mysore Government Savings Bank or in a Bank to be approved by Government on fixed deposit or invested in any other manner approved by the Government to be available for further capital expenditure or for extensions of

of the Railway as may be mutually agreed upon by the Government and the Board.

Payment to the Government.

14. For the services as above detailed, including the Railway telegraph and Police, the Government shall receive half yearly 65 per cent of the gross earnings of the Railway in addition to 5 per cent of the same for the use of the Rolling Stock, the balance after meeting the cost of New Minor Works referred to in Clause 9 being handed over to the Board. These payments shall be made on the Accounts being passed by Government. It is open to the parties to vary or modify the percentages on the expiry of a period of 5 years from the commencement of this agreement.

15. An inventory of the works, Plant and machinery connected with the Railway as well as any supplements to such inventory as may from time to time be necessary shall be supplied to the Board.

Sinking Fund.

16. The Board shall make provision for a sinking fund to pay off the loan of 8 lakhs on the date on which it falls due for payment, by setting apart for thispurpose the balance of the Railway Cess after meeting interest charges and also the net earnings of the Railway. The amount contributed by the Board for the formation of a Sinking Fund shall be invested to the best advatage with the approval of the Government. In the event of the total contribution by the Board together with interest on it to the date of repayment of the debenture loans being less than the amounts requir their discharg the difference may b

by the Government under the terms provided in clauses 7 and 8, if the Board cannot otherwise arrange to meet this liability.

Mode of communication between parties.

17. All correspondence connected with the Railway under any of the clauses of this Agreement shall, so far as questions affecting principles and important matters are concerned, be conducted between the Government and the President, District Board of Mysore, for the time being, through the medium of the Secretary to Government, Railway Department, but in ordinary matters the Government, shall if it so desires, correspond with the President, District Board, through other officials.

Supplying the Board with information relating to the management, finances &c., of the Railway.

18. The Board shall be furnished with all the information relating to the management, finance &c., of the Railway which a Working Agency usually gives to the owners.

Purchase.

19. Government shall have power to purchase the Railway at any time after giving 12 months' notice in any of the following cases:-

(a) When the Government consider it desirable that the gauge of the line should be altered and the Board be unwilling to alter it; or

(b) When it is desired to convert the line into a line of through communication; or

(c) When the Government desire to extend the line (without altering the gauge or making the line part of a through route) and the Board be unable or unwilling to supply the capital for such extension.

In the event of the line being purchased

purchased under this clause theprice payable shall be 25 times the average net earnings during the three years preceding the purchase or 115 per cent of the Capital expenditure on the line, whichever may be the greater.

Arbitration.

20. In every case in which any difference shall arise between the Government and the Board touching

(a) the true intent or construction of this agreement or

(b) anything to be done suffered or permitted in pursuance of this agreement or

(c) any of the incidents or consequences of this agreement or

(d) any claim relating to any liability damages loss costs or expenses or

(e) any claim relating to the premises or any clause matter or thing therein contained, the matter in differenceshall be referred to and determined by a Committee of 5 members, two of whom shall be nominated by the Government, two by the Board and the fifth by the other four and the decision of the said committee shall, unanimous, be final and conclusive between the parties. If the decision is not unanimous, the order of Government on such matters on which there is difference of opinion among the members of the committee shall be final and conclusive.

In witness whereof the Dewan of Mysore, acting for and on behalf of the Government of His highness the Maharaja of Mysore, has hereunto set his hand, and the President of the Distric Board of Mysore, acting for and on behalf of the

the said Board, has hereunto set his hand the day and year first above written.

Signed and sealed and delivered by

Dewan.

In the presence of

President
Mysore District Board.

In the presence of

Sd/-

For Secretary for Raiways,
Government of Mysore.

Copy

APP. F. VI. GL.

SUBJECT.....

.....

.....

Diary No. of letter replied to 2767

General and Revenue Secretariat
(H.S.)
the 192

Date of issue 24th Feb 27

Signed by Mor P.R.S.

Copied by.....

Examined by.....

Section H B
File No. 26.26
Serial No
No. 25929-30

To 1/ The Railway Secretary
Y/ The P. & O. Board Colombo

Dear Sir,

I am directed to request you to be so good as to forward a copy of the ~~Draft~~ Agreement relating to the working of the Navigation channel by the Railway, for reference in the Secretariat.

The matter may kindly be treated as Urgent.

Yours truly
[illegible]

BB
24/2/27

over

G.O. No. 6673/Fd 24-26-6 dt 22-2-27

To

The President, District Board,

Mysore.

Sir,

With reference to your letter No.C. 1385 dated 25-12-1926 soliciting orders in regard to the* marginally noted resolution of the District Board in the matter of the earnings of the Nanjangud-Chamarajanagar Railway, I am directed to state that it is nowhere stated that the whole of the gross receipts will be handed over to the Board and that the Board will then ~~laid~~ hand over to Government 70% of the gross earnings after paying for minor works. The intention is that at the end of each half year the accounts should be passed by Government and 70% of the gross earnings should be retained by ~~Government~~ Their towards remuneration for services and the use of the ~~Rolling~~ Track at 65% and 5% respectively and that the balance remaining after ~~the~~ meeting the cost of new minor works should alone be handed over to Government, vide., clause 14 of the agreement relating to the working of the Nanjangud-Chamarajanagar Railway.

In these circumstances Government regret that the resolution of the District Board cannot be sanctioned.

I have etc.,

Genl. Secy to Govt.

Copy xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Copy to the Railway Secretary to G...

* "The Government may be moved to instruct the Auditor to transfer to the credit of the District Board and total realisations after each month's --- account is passed by him finally on behalf of the Government. The District Board will pay 70 per cent to the Government half yearly by crossed cheque on -- bills furnished by the Auditor. The expenditure on new minor works will be paid by the District Board as bills are received from the Auditor or may be deducted by the Auditor when paying the monthly revenue -- which ever is more convenient from the Account point of -- view."

LB 24-26-9

Proceedings of the Government of
His Highness the Maharaja of Mysore.

R e a d:-

Letter No.C.1385 dated 26-12-1926 from the President, District Board, Mysore, that the Railway earnings of the Mysore-Chamarajanagar Railway are not being credited to the District Fund as soon as each month's accounts are finally audited and recommending sanction to the resolution of the Board that total realisations be credited to the District Board after each month's account is passed by the auditor finally on behalf of the Government, the District Board paying 70 per cent to the Govt. half yearly by crossed cheque on bills furnished by the Auditor and the expenditure on new minor works will be paid by the District Board as bills are received from the Auditor or deducted by the Auditor when paying the monthly revenue whichever is more convenient from the Account -- point of view.

2. Letter No.L.6673 L.B.24-26-6 dated 22nd March 1927, from the General Secretary to Government to the President, District Board, Mysore, informing him that in the circumstances stated, the above resolution of the Board cannot be sanctioned.

3. Unofficial Notes No.41 dated 8th April 1927 from the Auditor, Mysore Railways and No.932 dated 22nd April 1927 from the Secretary to Government for Railways.

Order No.L. 2910-13 Dy 11-6-27

Dated, Bangalore, the May 1927.

The Board requestedthat realisations

should be credited to the account ~~and stated that~~ a ~~account~~ and stated that they would pay the amount required for expenditure thereafter. It was -- explained to them that this would not be possible. Govt. wished however to consider if the payment of the balance of realisations after meeting -- expenditure could not be made to the District -- Board oftener than once in six months.

The Auditor, Railway, states that the accounts of a month are audited and compiled in his office about the 20th of the Second following month, that the draft Agreement between the District -- Board and the Railway Department provides for -- payment of the balances to the District Board of Mysore, ~~the cost of now~~ once in six months "after the accounts are passed by Government" and that it can be paid monthly if necessary.

In the circumstances stated, Government are pleased to direct that the balance due to the Board be paid to the Board every month after the accounts are passed by the Auditor on behalf of Government.

This change of procedure will be provided for in the agreement between the District Board and the Railway Department.

Gen; Secry to Govt.

To
The Pdt. Dist. Board, Mysore.
The Ry. Secry to Govt.
The Auditor, Mysore Rys.
The Comptroller to Govt.

Copy to Law Department for necessary action.

K.M.R. 1.